

IN THE CIRCUIT COURT OF THE SEVENTEENTH  
JUDICIAL DISTRICT IN AND FOR BROWARD  
COUNTY, FLORIDA, LAW DIVISION

GREEN DRAGON TRADING COMPANY  
A foreign corporation  
Plaintiffs,

v.

NEW HAMPSHIRE INSURANCE COMPANY  
Defendant.

CASE NO: 0810636

ATTEST

APR 1 2008

CLERK OF COURT

04

COMPLAINT FOR BREACH OF INSURANCE CONTRACT

COMES NOW the Plaintiff GREEN DRAGON TRADING COMPANY (GREEN DRAGON) a foreign corporation and in support of their claim against the Defendant, NEW HAMPSHIRE INSURANCE COMPANY., (NEW HAMPSHIRE) a foreign corporation, states as follows:

1. The amount in controversy is in excess of \$15,000.00
2. The loss set forth in the above complaint took place in Broward County
3. At all times relevant to this action the Plaintiff GREEN DRAGON was the owner of a vessel known as Le Viper.
4. At all times relevant to this action, the Defendant NEW HAMPSHIRE. was an insurance company licensed to do business in the State of Florida
5. At all times relevant to this action, for good and valuable consideration, the Defendant entered into a contract of insurance with the Plaintiff. Said policy was entered into in the state of Illinois and therefore is subject to the statutes of said

EXHIBIT

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state that concern the interpretation of marine insurance policies and bad faith claims handling. A copy of the policy is attached as exhibit 1. Said policy was in effect on the date of the alleged loss..

6. According to the terms of the policy of insurance entered into between the parties the Defendant agreed to provide Hull Insurance for the physical loss of the insured vessel..
7. On November 18, 2007 the vessel owned by the Plaintiff suffered covered Hull damage as defined by the attached policy.
8. Plaintiffs notified Defendant of said loss and complied with all the disclosure and co operation provisions of the attached policy.
9. Plaintiff has demanded payment for all damages incurred as a result of said loss. Said damages include the reasonable cost for the tow of said vessel while it was incapacitated and the cost of repair.
10. Defendant without justification and in bad faith has refused to pay said claim. Said refusal is vexatious and without good cause.
11. Plaintiff has hired the undersigned and has agreed to pay him a fee.

WHEREFORE, the Plaintiff GREEN DRAGON prays for judgment against the Defendant NEW HAMPSHIRE, in excess of \$15,000.00 plus interest and costs and attorney fees and the penalty authorized by Illinois law. and demands a trial by jury.

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By: 

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